DOCUMENT RESUME

ED 338 303 JC 910 525

TITLE Victor Valley College Agreement between the Victor Valley Community College District and the Victor Valley College California Teachers Association Chapter 1170. July 1989 - June 1992.

INSTITUTION Victor Valley Community Coll. District, Victorville, CA.

PUB DATE 89

NOTE 45p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090) -- Tests/Evaluation Instruments (160)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Negotiation Agreements; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; *Teacher Salaries; Two Year Colleges; Unions

IDENTIFIERS California Teachers Association; National Education Association; *NEA Contracts; Victor Valley College CA

ABSTRACT

The collective bargaining agreement between the Victor Valley College Board of Trustees and the Victor Valley College California Teachers Association/National Education Association is presented. This contract, covering the period from July 1989 through June 1992, deals with the following topics: bargaining agent recognition; district and association rights; maintenance of contract conditions; personnel files; grievance procedures; salary structure; health and welfare benefits; off-campus travel; hours and working conditions; departments; safety and security committee; savings provision; a no strike clause; faculty evaluations; voluntary reduction of contract to partial contract employee status; illness leave; industrial accident; jury service leave; personal necessity leave; maternity leave; personal leave; professional opportunity leave; sabbatical leave; witness leave; bereavement leave; unauthorized absences; effect of agreement; completion of meet and negotiation; renegotiation; and term of contract. Appendixes include meeting excerpts recognizing the faculty bargaining agents; the faculty salary schedules for 1989-90 and 1990-91; an instructor self-evaluation form; and a student evaluation of instructor form. (PAA)

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ED338303

Victor Valley College

AGREEMENT

between
Victor Valley Community College District
and
Victor Valley College
California Teachers Association Chapter 1170

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July 1989 - June 1992

Victorville, California

JC910525

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This is an agreement entered into on this December 7, 1989 by and between the Victor Valley College Board of Trustees (hereinafter referred to as the District) and the Victor Valley College CTA/NEA Chapter #1170 (hereinafter referred to as the Association).

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Association (CTA/NEA Chapter #1170) as the exclusive representative for that unit of employees recognized by the District per its resolution dated October 12, 1976, per Appendix A.

ARTICLE 2: DISTRICT RIGHTS

It is understood and agreed that the district retains all of its powers and authority to direct, manage and control to the full extent of the law. Some examples of those duties and powers are the exclusive right to: determine its organization, direct the work of its employees; determine the time and hours of operation of the physical plant, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish policies, goals and objectives; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of district operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter relating to the continued legal operation of the college in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, suspend, terminate and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement; and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 3: MAINTENANCE OF CONDITIONS

Except as provided in the Agreement, the terms and provisions of board policies as they relate to the scope of the Rodda Act, and PERB interpretation, shall remain in effect during the term of this contract.

The District will maintain its current written policies on wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, and class

size.

The exclusive representative of certificated personnel shall have the right to consult on the definition of educational objectives, content of courses and curriculum, and the selection of textbooks.

The District shall have the right to consult with any employee or employee organization on any matter outside the scope of representation. Conversely, the exclusive representative shall have the right to consult with the employer on any matter outside the scope of representation.

ARTICLE 4: ASSOCIATION RIGHTS

A. Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and transacting lawful Association business.

In no event shall Association business interrupt or interfere in any way with classroom teaching hours or other official college-assigned responsibilities unless approved by the District. And further, the use of facilities shall not interfere with the college programs and duties of unit members and shall not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative.

B. The Association may use, subject to regulation by the District, the school mailboxes and bulletin board spaces and other means of communication designated by the Superintendent/President subject to the following conditions:

1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association President.

2. A copy of such postings or distributions must be delivered to the Superintendent/President or designee at the same time as postings or distributions, except that the Association may request authorization from the Superintendent/President to distribute materials that fall within the scope, section 3543.2, without disclosing the detailed text when such disclosure would be detrimental to the Association's bargaining position.

3. The Association will not post or distribute information which is legally derogatory or defamatory of the District or its personnel subject to the immediate removal by the District of the right to post or to distribute through mailboxes and bulletin boards for a period of at least one full semester.

4. The Association agrees to reimburse the District on an actual-cost basis for expenses incurred.

ARTICLE 5: PERSONNEL FILES

A. The District shall not base any adverse action against a unit member upon materials which are not contained in the unit member's personnel file.

B. There shall be only one personnel file for each unit member. The Superintendent/President or the Superintendent/President's designee and the unit member shall have full access to the file, except that the unit member shall not be shown any document submitted in confidence prior to his/her employment in any position at the College. A representative of the Association shall have access to said file with the unit member's written non-continuing authorization. A log shall be kept in each unit-member's personnel file indicating the name of each person inspecting the file and the date of said inspection, except routine clerical transactions.

C. The information in the personnel file shall not be released to anyone other than the authorized persons listed above except as provided by law, nor shall copies of any documents in said file be made without the unit member's written non-continuing consent or as permitted by law. Any material placed in a unit member's personnel file must be signed and dated by the originator/author within ten days of knowledge of the alleged offense and a copy identified as going into the file shall be given to the faculty member prior to the original being placed in said file.

D. A unit member shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy. A unit member who presents any evidence that information in his/her file is false or erroneous shall have the right to a hearing before a fact-finding committee for the purpose of having such information verified. The committee will rule whether the material shall be retained, rectified or expunged. This committee shall be composed of: two (2) faculty members selected by the President of the faculty Association; two (2)

administrators selected by the President of the college; one (1) additional member agreed on by the two faculty and two administrators previously selected.

No member of this committee shall have been involved with the gathering, handling, or filing of the information in question.

The decision of the committee may be appealed to the Board of Trustees by either party.

E. A unit member shall have the right to place in the file such material as he/she determines may have bearing on his position as a unit member.

F. Upon mutual consent of the unit member and the Superintendent/President, negative or derogatory material in a unit member's personnel file shall be destroyed.

ARTICLE 6: GRIEVANCE PROCEDURE

A. Definition of Terms

1. Grievance - a written allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this agreement and that the grievant has been adversely affected.

2. Grievant - an individual employee in the bargaining unit covered by the terms of this agreement who alleges a grievance. The Association shall have the right to grieve on issues of Association Rights. If more than one (1) unit member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance for all members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected unit members.

3. Day - Days are those included in the 177 day instructional calendar.

4. Immediate Supervisor - the administrator or other management employee of the District having immediate jurisdiction over the grievance and who has been designated to adjust the grievance.

B. Procedures at the Informal Level

Within fifteen (15) days after the occurrence of the

act or omission giving rise to the grievance, or within 15 days from the time when the grievant could reasonably be expected to know of the event which gives rise to the grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

C. Procedures at Level One

1. If the grievance has not been resolved at the informal level, the grievant shall, within twenty-five (25) days after the occurrence of the act(s) of omission giving rise to the grievance, or within twenty-five (25) days from the time when the grievant could reasonably be expected to know of the event which gives rise to the grievance, present his/her grievance on the prescribed form to the Superintendent/President of the District or his/her designee.

2. Within ten (10) days after receipt of the written grievance by the Superintendent/President, or his/her designee, a meeting will be held with the grievant. The administration will, within five (5) days following the meeting, provide the grievant with a written response to the grievance.

D. Procedure at Level Two

1. If the grievance is not resolved at Level One, within five (5) days the grievant may request that the Association submit the grievance to binding arbitration. The Association will file notice with the Superintendent/President in writing within fifteen (15) days after the request has been given to the Association by the grievant.

2. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached with five (5) days, a joint request shall be made to the California State Conciliation Services to submit a list of not less than five (5) persons as possible arbitrators.

3. Within five (5) days of receipt of the list of possible arbitrators, the Association and District shall meet and will alternately strike names until one name remains. The remaining name shall be the name of the selected arbitrator. The order of the striking shall be determined by lot.

E. Arbitration

1. The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration

Association.

2. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the agreement. The decision of the arbitrator shall be final and binding upon all parties.

3. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

4. The arbitrator shall, as soon as possible, conduct a hearing and render a decision on the issue(s) submitted to him/her.

5. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by review of the grievance materials during arbitration.

6. Upon mutual agreement between the parties the arbitration may be heard under an expedited procedure and the arbitrator would render a bench award at the conclusion of the grievance hearing. If the parties agree to this expedited procedure, the arbitrator shall be relieved of any obligation to prepare findings and a formal decision. In such cases, the arbitrator's decision shall be final and binding upon all the parties.

7. The cost of the services of the arbitrator will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

F. Miscellaneous

1. Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the Association to assist in processing the grievance nor to authorize the participation of the Association in a grievance except at the grievant's request.

2. The time limits specified at each level in the grievance procedure may be extended by mutual written agreement.

3. If a grievance is not processed (filed or appealed) by the grievant and/or the Association

in accordance with the time limits set forth in this Article, it shall be considered settled and concluded. If the District fails to respond to the grievance within the time limit specified at any level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

4. The grievant and/or his/her representative shall be provided reasonable release time at Level 1 or above for the purpose of grievance conferences and hearings. Any witness who appears at the conferences and hearing shall be accorded the same release time rights. The grievant and/or their representatives shall provide adequate notice to the District in advance of their anticipated appearances.

5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

6. No reprisals of any kind will be taken by the administration or its representative or the Board against the grievant or any representative of the grievant by reason of their bringing a grievance or participating in a grievance; nor shall any reprisals of any kind be taken by the Association or any member or representative of the Association against either the participant in the grievance procedure by reason of such participation or decision.

7. The District shall not agree to a resolution of a formal grievance until the president of the Association has received a copy of the grievance and the proposed resolution and the Association has been given opportunity to file a response. The Association shall receive a copy of each formal grievance at the time of filing.

8. Upon written request of either party, the other shall provide access to non-privileged and non-confidential documents which are to be offered in evidence at an upcoming grievance arbitration hearing. "Confidential" documents shall include, but not be limited to, the personnel records of employees other than the grievant. "Privileged" documents shall include, but not be limited to, any written communications between the party and its attorney and any work product developed by the party, for purposes of argument, illustration or clarification.

9. In the event a grievance is filed at such a time that it cannot be processed through all steps of the grievance procedure by the end of the academic year, and if left unresolved until the beginning of the following academic year could result in harm to the grievant or the District, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the academic year or as soon as practicable.

ARTICLE 7: SALARY STRUCTURE

The faculty salary schedule shall be increased by 9.3% effective August 1, 1989, and an additional 6% effective August 1, 1990, and the salary schedule shall be increased by the 1991-92 state-wide COLA plus 1% or 4%, whichever is larger, effective August 1, 1991. (For purposes of illustration, the 1989-90 state-wide COLA is 4.64% and an additional 1% would equal 5.64%)

A. Placement of New Teachers on the Salary Schedule

Class Placement - Placement shall be made on the basis of academic education. Those vocational instructors possessing a verified "journeyman" designation (a journeyman is defined as a competent, experienced vocational worker able to function in his/her field without supervision), a Community College Instructor credential, a high school diploma, and who do not possess a Bachelor's degree, will be placed on Class I of the salary schedule. Placement shall be made for vocational instructors on the basis of credentials and academic education. This paragraph shall only apply to unit members hired after execution of this agreement, only to initial placement and shall not apply for salary advancement purposes.

Step Placement - For new teachers entering the District, a maximum of five (5) years of teaching experience will be allowed for placement on the sixth (6th) step.

Effective at the beginning of the 1990-91 school year, newly hired teachers shall be eligible for a maximum of six (6) years of prior teaching experience for placement on the seventh (7th) step. Effective at the beginning of the 1991-92 school year, newly hired teachers shall be eligible for a maximum of seven (7) years of prior teaching experience for placement on the eighth (8th) step.

Vocational instructors will be placed on a step by using the ratio of three years of paid, full-time employment in the subject area they are teaching as

equivalent to one step. A maximum of fifteen (15) years will be allowed for placement on the sixth (6th) step.

Effective at the beginning of the 1990-91 school year, vocational instructors will be placed on a step by using the ratio of three years of paid, full-time employment in the subject area they are teaching as equivalent to one step. A maximum of eighteen (18) years will be allowed for placement on the seventh (7th) step.

Effective at the beginning of the 1991-92 school year, vocational instructors will be placed on a step by using the ratio of three years of paid, full-time employment in the subject area they are teaching as equivalent to one step. A maximum of twenty-one (21) years will be allowed for placement on the eighth (8th) step.

For 1989-90, a combination of teaching and employment will be allowed for maximum placement on the sixth (6th) step.

B. ADVANCEMENT ON THE SALARY SCHEDULE

Class - Advancement shall be made based on earned degrees and units earned subsequent to the completion of all requirements for the degree involved. All degrees and units must be germane to the unit member's assignment, constitute an improvement of instructional skills or be germane to an alternate assignment of value to the District. All units, to be considered for lateral movement on the salary schedule, must be approved by the District in writing prior to taking the course. Application for approval shall be submitted to the Professional Growth Committee, for review and recommendation to the Superintendent for approval. If time constraints preclude prior recommendation by the Professional Growth Committee to the Superintendent, the decision shall be made by the Superintendent or designee.

Vocational instructors without a Bachelor's degree initially employed on Class I of the Salary Schedule pursuant to Section A will be eligible for class advancement to Class II of the salary schedule upon completion of the Associate Degree and to Class III upon completion of the Bachelor's Degree, and to Class IV upon completion of the Master's Degree.

All degrees and units must be completed by and reported prior to September 1st of the contract year for movement on the salary schedule that year.

Step - Advancement shall be made on the basis of years of service to the College. One complete year of service and an overall satisfactory evaluation as reflected by the Certificated Instructor Performance Evaluation Report is required for step advancement in the following year.

Advancement on the schedule will be made on the basis of evidence of professional growth furnished by each certificated employee as outlined in Board Policy 4131 and 4131(a). Professional growth requirements must be met and reported prior to September 1st following the final year of the individual's time block.

C. Acceptable Degrees and Units for Placement or Lateral Movement on Salary Schedule

1. Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:

   a. Middle State Association of College & Secondary Schools (MSA)
   b. New England Association of College & Secondary Schools (NE)
   c. North Central Association of College & Secondary Schools (NCA)
   d. Northwest Association of Secondary & Higher Schools (NW)
   e. Southern Association of College and Schools (SA)
   f. Western Association of Schools and Colleges (WASC)

2. All units must be upper division or graduate level with the following exceptions:

   a. Occupational instructors placed on Columns I or II.

   b. Demonstrated benefit to the college within retraining goal approved by the Superintendent/President.

ARTICLE 8: HEALTH AND WELFARE BENEFITS

The District agrees to provide each full-time certificated contract employee $4580.00 per year to be effective November 1, 1989. The Plan shall be cafeteria style except for subscriber's health insurance and life insurance which are mandatory and will be deducted from the "cafeteria" plan. The District will reimburse all unit members, in paid status as of 12-1-89, for out-of-pocket payments toward medical and welfare benefits paid by such unit members since November 1, 1989.

For contract years 1990-91 and 1991-92, respectively, the District and the Association agree to reopen to bargain on the subject of District contribution toward health and welfare benefits. Such negotiations shall take place upon the written request of either party to initiate such negotiations between April 1, 1990 and May 31, 1990 and April 1, 1991 and May 31, 1991, respectively.

Such amounts to be pro-rated for certificated contract employees on a less than full-time contract at the ratio of their contract to a full-time contract. This does not apply to retired employees.

Early Retirement Benefits. Early retirement benefits for unit members who are between 55 and 60 years of age, and have a minimum of ten years full-time service at Victor Valley College will include:

A. Health insurance premiums paid for employee and spouse until the employee is 65. When the employee dies or is 65 and the insurance is terminated, the provisions of the policy concerning insurance termination is in effect.

B. An offer of a part-time contract (20% of a full load) for each of the first two years after retirement for the dollar amount permitted by STRS, or 20% of the employees latest salary before retirement, whichever is less, if appropriate openings are available.

ARTICLE 9: OFF-CAMPUS TRAVEL

Whenever an instructor is given, as part of his/her regular teaching, an assignment that requires travel to any location other than the VVC main campus, mileage reimbursement shall be computed in the following manner. The distance between the instructor's home and VVC times ten (10) shall be considered the non-reimbursed weekly base. The instructor shall be paid the Board-approved rate per mile for each additional mile required to complete the assignment.

ARTICLE 10: HOURS AND WORKING CONDITIONS

A. Faculty Teaching Assignments

1. The full-time faculty teaching assignment shall be for 177 days. The teaching assignment will be fifteen (15) lecture hours per week [or twenty (20) hours of individualized instruction per week or twenty-three (23) of laboratory per week]. Effective August 1, 1990, the laboratory load factor will be reduced from 23 hours per week to

22 hours and beginning August 1, 1991 the laboratory load will again be reduced from 22 hours to 21 hours per week. An hour of instruction is defined in Ed. Code Section 84527. Instructors have a professional responsibility and obligation to the students and the District that extends beyond the formal lecture, individualized instruction, laboratory assignments and office hours. These responsibilities include: advising students, curriculum evaluation and revision, grading, field trips, conferences, course preparation, faculty meetings and serving on committees. Unless mutually agreed otherwise, no unit member shall be assigned more than a total of eighteen (18) hours per semester for the purpose of attending District faculty meetings, student advising and serving on committees.

B. Load Chart:

Lecture Hours Per Week Per Sem.	Annual Load
1/2	.01666
1	.03333
2	.06666
3	.10000
4	.13333
5	.16666
6	.20000
7	.23333
8	.26666
9	.30000
10	.33333
11	.36666
12	.40000
13	.43333
14	.46666
15	.50000

Lab Hrs. Per Week Per Sem.	1989-90 Annual Load	1990-91 Annual Load	1991-92 Annual Load
1	.02174	.02273	.02381
2	.04348	.04545	.04762
3	.06522	.06818	.07143
4	.08696	.09091	.09524
5	.10870	.11364	.11905
6	.13043	.13636	.14286
7	.15217	.15909	.16667
8	.17391	.18182	.19048
9	.19565	.20455	.21429
10	.21739	.22727	.23810
11	.23913	.25000	.26190
12	.26087	.27273	.28571
13	.28261	.29545	.30952
14	.30435	.31818	.33333
15	.32609	.34091	.35714
16	.34783	.36364	.38095
17	.36957	.38636	.40476
18	.39130	.40909	.42857
19	.41304	.43182	.45238
20	.43478	.45455	.47619
21	.45652	.47727	.50000
22	.47826	.50000	
23	.50000		

Individualized instruction carries an annual load of .025 per contact hour.

NOTE: Each semester's load is one-half an annual load and is expressed as .500. The annual load is the sum of fall and spring semesters' loads, or 1.000.

C. Overload

Any amount over 1.0 annually is considered an overload. The administration may assign overload on an annual basis up to .1000 that may be balanced over a two-year period to equal 2.0 for the two years. Any amount assigned that exceeds 2.0 for the two years will be paid at the rate of $400.00 for each percentage point over 2.0. A fraction of a percentage point will be paid at that fraction of $400.00. The two-year period will start with the 88-89 year. Overtime will be paid in the spring of the 2nd year in four equal installments unless the amount due is less than $400.00, in which case it will be paid in one payment.

Any overload not assigned by the administration is considered voluntary overload and will be paid under a separate part-time hourly contract ("part-time agreement") at the current hourly rate.

D. Underload

When a unit member's load falls below a full-time assignment, the unit member may be assigned an additional class the following instructional period or he/she may be assigned other duties such as curriculum development, new course preparation, or special projects to equal a full contract load.

E. Office Hours

Full-time faculty members will schedule five (5) fifty-minute office hours per week except those with more than five (5) lab hours per week will schedule four (4) 50-minute office hours per week. This schedule will be arranged to best serve the students and its approval by the Vice President for Instruction will be predicated on this criteria. Fewer hours will be scheduled on a pro-rata basis, to faculty members who have less than a full teaching load. Absence from an office assignment will be permitted for the same reasons, and will require the same prior arrangements as a regularly scheduled class.

F. Low Class Size

In the event an instructor's average class size is below twenty (20) students as of the last day of regular registration, for three consecutive semesters, the Vice President for Instruction may adjust the number of semester hours upward, but not to exceed eighteen (18) hours of lecture periods or equivalent, or assign other duties.

G. Number of Course Preparations

An instructor can be assigned up to seven (7) distinct course preparations per year. An instructor can voluntarily agree in writing to additional preparations. If the instructor is assigned more than seven preparations, he/she will be paid $500 for each additional preparation. For the purposes of this section, a preparation shall be defined as a three (3) or more unit course. Courses with less than three (3) or more unit course. Courses with less than three units will be equated using the formula (units per/course x number of distinct course - 3). When two or more such courses are taught at the same time by the same instructor, they will be considered as one preparation.

H. Faculty shall be assigned to the schedule without classification as to location, day, or evening program. The schedule should be arranged so that the classes on a single day do not span a period greater than 12 hours without the permission, in writing, of the instructor. The Vice President for Instructional Services shall have the responsibility and authority to determine the scheduling of classes and the assignment of faculty.

I. Non-Classroom Assignments

Contract assignments for librarians, counselors, the placement officer, cooperative education instructor, and other non-teaching personnel shall be for 177 days, 35 hours per week.

J. Summer School Selection Procedure

1. Full-time certificated employees will have first right of refusal for all summer school classes.

2. A rotating seniority schedule will be developed by each department, based on the District seniority list.

3. Once the summer school schedule has been finalized by the Office of Instruction, each department will meet with the Division Dean within ten days, and each instructor will be given an opportunity to choose a maximum of two classes or seven units, whichever is greater, based upon his/her position on the rotating seniority schedule.

4. Each instructor has the right to accept or refuse a maximum summer assignment. In the event an instructor is left with only one class due to a shortage or cancellation of classes, that instructor will remain at the top of the rotating

seniority schedule for the following year.

5. Instructors who choose not to accept a summer assignment must wait until their name returns to the top of the rotating seniority schedule before receiving another opportunity to teach summer school.

6. In the event a class is cancelled, the senior eligible department member from the schedule will have the right to the remaining classes by bumping or will have the option of returning to the top of the rotating seniority schedule for the following year.

K. Extra Duty Assignments

1. Summer school instructors' salary shall be calculated as follows:

   Prior year annual salary x .75 x percentage of annual full-time load.

2. Non-teaching personnel shall be paid on a daily rate calculated as follows:

   a. Summer Session (any time prior to the new academic year): Prior year annual salary divided by 177 days.

   b. Other Extra Duty: Current year annual salary divided by 177 days.

L. Minimum Class Size

The following minimum class guidelines are to be followed during the regular academic year:

1. The minimum class size is twenty (20) students. Exceptions will be made if at least fifteen (15) students are enrolled and the course is:

   a. Required in a VVC certificate.
   b. A course in a sequence of advanced study.
   c. Limited by classroom/laboratory facilities.
   d. An experimental or pilot course.
   e. Governed by state regulations mandating class size.

2. Classes with less than fifteen (15) students may be permitted by the Vice President for Instructional Services if they meet the requirements of Title V, Section, Section 51702.

3. Research and independent study are exempt from

such guidelines.

4. The Vice President for Instructional Services will review enrollment information based upon the close of regular registration as stated in the schedule of classes in order to determine course cancellations.

   a. If a class is permitted to continue, it will not be closed during a semester. If the enrollment drops to zero during the semester, the instructor may be assigned other duties as indicated in paragraph D.

   b. If classes are cancelled due to disasters or to protect the safety of students and staff, staff will receive additional pay for up to two days for work on days not regularly scheduled. Additional necessary schedule changes will be made only after consultation with officers of the Association.

ARTICLE 11: DEPARTMENTS

A. Department Organization

Department heads will report to the appropriate Division Dean. All faculty members who regularly teach one or more classes in a specific discipline are considered to be members of the departmental organization of that discipline. Faculty members who teach in more than one such department are members of all the departments in which they teach and are responsible for maintaining as high standards of competency and professional service as are full-time members of those departments.

B. Department Chair

Department Chairpersons will be selected by members of the Department. The incumbent of this position shall be a bargaining unit member and not a member of a supervisory unit. Part-time instructors will not be voting members. A contract teacher will vote in each department in which he/she teaches.

C. Compensation

Department Chairpersons shall receive compensation as follows: (For compensation purposes, a member shall be defined as the number of full-time and part-time faculty members in the department as of April 1.)

1	member	$ 200.00
2-5	members	350.00
6-8	members	600.00
9+	members	1,000.00

D. Tenure

The department shall vote annually to determine the selection of the Department Chairperson.

E. Duties and Responsibilities

Duties of the chairperson are derived from the functions of the department. The chairperson's role includes duties as presiding member at department meetings, coordinator of department studies, executive officer (executive secretary) in keeping records, making reports to the administration, submitting Rams Bookstore orders, accounting for budget expenditures and such other duties as the members of the department and administrative officers may designate to promote the satisfactory functioning of the department within the general framework of Victor Valley College.

1. Meetings: Departments will hold meetings as necessary.

2. Responsibility to Students: The department shall provide a balanced program of courses which meet the requirements of the Victor Valley College students. Scheduling of the classes shall be planned on a two-year basis in order to accommodate the plans of the two-year student. Changes in the two-year class schedule shall be minimal and shall necessarily be based on past experience and anticipated needs of the students.

3. Evaluations: The department, through the chairperson, shall evaluate its offerings, courses of study and shall make such changes to improve instruction as are within the limits of its authority.

4. Advisory Services: The department, through the chairperson, shall provide advisory services to students regarding departmental offerings, the major and the minor, comparable courses in senior institutions, and other professional matters for

which the department faculty is professionally trained and responsible.

5. Responsibility to Administration: The department, through the chairperson, shall submit requested reports, budgets,inventories, course outlines, etc.

6. Recommendations: The department, through the chairperson, shall make recommendations to the Vice President of Instructional Services in matters pertaining to course offerings, staffing needs and practices, selection of staff, curricular developments, facilities and administrative procedures affecting the effectiveness of the instructional program. The department shall also assist the Vice President for Instructional Services to develop a two-year schedule of classes and faculty assignments that consider student needs, distribute the work load fairly, and provide for the professional development of the faculty.

7. Department heads shall observe a strict code of professional ethics in their relationship with all Victor Valley College personnel.

8. Responsibility to Colleagues: The department shall provide assistance and orientation to new faculty members.

ARTICLE 12: SAFETY AND SECURITY COMMITTEE

The District shall maintain a Safety and Security Committee as set forth in Appendix C.

ARTICLE 13: SAVINGS PROVISION

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 14: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. This

Association recognizes the duty and obligation of its representatives to comply with the provision of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, or slow down by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood and agreed that any employee violating this Article may be subject to discipline up to and including termination by the District, subject to due process.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any employee and/or the Association.

Management personnel shall not harass, intimidate, or in any way inhibit the faculty from carrying out legal organizational activities.

In the event that the District locks out employees, or because of a labor dispute cancels regularly scheduled classes or closes operations, employees shall receive pay for normal work time.

ARTICLE 15: FACULTY EVALUATIONS

A. Time of Evaluations

1. Certificated Employees/Contract: Contract Employees, including teachers and non-teaching certificated personnel shall be evaluated at least once a year.

2. Certificated Employees/Regular: Regular employees, including teachers and non-teaching certificated personnel shall be evaluated at least once every two years [using the appropriate form(s) included in the appendix D of this agreement] provided the performance continues to be satisfactory. Whenever an official written administrative evaluation received by the employee carries a "need for continued evaluation" rating in the "overall evaluation" category, the frequency of subsequent administrative evaluations of that employee shall be determined by the appropriate administrator until such time as the administrative "overall evaluation" category is rated as "satisfactory." Evaluations may be made more frequently than once every two years at the written request of the employee.

B. Evaluation Procedures:

1. Self Evaluation: An Instructor Self-Evaluation Form (Appendix D-1) will be presented to each certificated employee by the appropriate administrator at the time of evaluation and will be completed by the employee and returned to the appropriate administrator.

2. Student Evaluation: Student evaluation of faculty members is considered to be an integral part of the evaluation process. The Vice President for Instructional Services determines when student evaluations are to be used (Appendix D2), and who will administer the student evaluations.

3. Administrative Evaluation: Each certificated employee will be given a written evaluation using the "Certificated Instructor Performance Evaluation Report" form or another appropriate form in the case of a non-teaching certificated employee (Appendix D3) by an appropriate administrator based on class visitations of instructors and work observations of non-teaching personnel, and based on review of such topics as student evaluations, assistance to students, student achievement, grading practices, use of textbooks and required materials, class handouts, record keeping and official reports.

ARTICLE 16: VOLUNTARY REDUCTION OF CONTRACT TO PARTIAL CONTRACT EMPLOYEE STATUS

Certificated employees of the District may request voluntary reduction of their contract responsibilities to no less than a 50% amount of the annual contract, and at the same time contribute their full amount to STRS for retirement purposes if the following conditions are met:

A. The employee must have reached the age of 55 prior to the reduction in workload.

B. The employee must have been employed full-time in a position requiring certification for at least ten years of which the immediately preceding five years were full-time employment.

C. The option of Partial Contract employment must be exercised at the request of the employee, and can be revoked during the contract year only with the mutual consent of the employer and the employee.

D. The employee shall be paid a salary which is a pro-rata share of the salary he would be earning had he not

elected to exercise the option of Partial Contract employment, but shall retain all other rights and benefits for which he makes the payments that would be required if he remained in full-time employment.

E. Employees shall be entitled to employee benefits on a pro-rata basis in relation to percentage of annual contract.

F. The minimum Partial Contract employment shall be the equivalent of one-half the number of days of service required by the employee's contract of employment during his final year of service in a full-time position.

Application shall be made annually for voluntary reduction to Partial Contract employee status.

ARTICLE 17: ILLNESS LEAVE

A. Definition: An illness leave is granted to an employee who is unable to work due to personal illness, injury, or quarantine.

B. Accrual of Leave: Each full-time contract employee shall be entitled to one (1) day's illness leave for each month's service rendered during the fiscal year, plus any amount not taken in previous years. Part-time contract employee's accrual shall be on a pro-rata basis.

C. Compensation and Illness-Leave Charge:

1. For each contract day of absence, employees shall receive their regular daily salary and have a day charged against their accumulated Illness-leave account. For partial days of absence, the charge to Illness-leave shall be in the ratio of that day's assignment to the hours absent.

2. A contract employee who is absent beyond his/her accumulated leave shall be paid a sum 50% of the daily rate of pay for each day of absence for a period of up to five school months including the accumulated sick leave period (E.C. 87786).

3. The daily rate will be determined by dividing the annual contract salary by the number of working days required in the annual contract.

D. Report Procedure

Report of illness shall be made when possible, to the appropriate administrator's office. (See procedures in

the Faculty Handbook.)

E. Certification Requirements

Prior to approving any request for paid leave, the District may require the unit member to submit a doctor's statement, personal affidavit or other documentation, on district-printed form, as a verification of the legitimacy of the leave application.

F. Notification of Return

The employee shall notify the appropriate administrator of his impending return to duty in ample time to inform the substitute of his release from temporary assignment.

G. Physical Examination

In the event of absence due to illness for a period of over two (2) weeks, the employee shall furnish a statement from a physician certifying his or her fitness to resume duty. The District may require that the employee be examined by the school physician, in which case the opinion of the school physician will be official.

H. Accumulated Illness Leave

Accumulated illness leave shall be transferred to other districts within California according to provisions of Education Code Section 87782.

ARTICLE 18: INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE:

A. Contract certificated employees' allowable leave shall be limited to sixty (60) working days in any one fiscal year for the same accident.

B. Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the employee's entitlement to this leave.

C. When a certificated employee incurs an industrial accident or illness, he shall report to his immediate supervisor before the close of the working day in which the accident or illness occurs. A Workman's Compensation form shall be filed with the Business Office within twenty-four (24) hours following the knowledge that an accident or illness has occurred.

D. An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

E. An employee absent from his duties due to an industrial accident or illness shall be paid such portion of the salary due him for any month in which the absence occurs, as when added to his temporary disability, indemnity will result in a payment to him of not more than his full salary. During such paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received due to his industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

F. Upon termination of the industrial accident or illness leave, a certificated employee shall be entitled to the benefits provided in ED. Code Sections 87780, 87781, and 87786 and for the purpose of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, will result in payment to him of not more than his full salary.

G. Any employee receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California.

H. Allowable Industrial Accident and Illness Leave shall not be accumulated from year to year.

ARTICLE 19: JURY SERVICE LEAVE

A. Definition

Certificated employees are subject to be called for jury service.

B. An employee who is called to service during duty hours will be granted a leave of absence.

C. Length of Leave

Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of

such jury or court.

D. Compensation

Payment may be made for such leave and shall be up to, but not more than, the difference between the employee's regular earnings and any amount received for jury duty.

E. Service on Jury Duty

Whenever possible, the instructor selected to serve on jury duty should attempt to arrange for service during an off-duty period of teaching.

F. Request for jury service leave shall be made to the Superintendent/President, accompanied by the presentation of the official order.

ARTICLE 20: LEAVE OF ABSENCE FOR PERSONAL NECESSITY

A certificated employee may use not more than six (6) days of accumulated sick leave in any academic year in the following cases of personal emergency:

A. Death of a member of his/her immediate family. Immediate family includes spouse, mother, father, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the employee for two or more years. This is in addition to Article 26, Bereavement Leave.

B. Accident involving his/her person or property or the person or property of his/her immediate family.

C. Appearance of the employee in court as a litigant; other than a defendant in a job-related case.

D. Serious or critical illness of a member of the immediate family.

E. Other personal emergencies if approved by the Superintendent/President.

Request for personal necessity leave shall be made to the Superintendent/President in advance when appropriate.

ARTICLE 21: MATERNITY LEAVE

A. Authority

Power to grant leaves of absence for pregnancies is

vested with the Governing Board, per Education Code Section 87766.

B. Definition

Required absence from duty because of pregnancy, childbirth, and recovery therefrom.

C. Leave Request

The employee shall submit a written request for leave to the Office of the Superintendent/President, said request to include a medical statement from the employee's physician, setting forth the minimum leave requirements.

D. Length of Leave

The length of leave shall be the same as for any other temporary disability.

E. Compensation

Compensation shall be treated in the same manner as for other temporary disabilities.

ARTICLE 22: PERSONAL LEAVE

Definition: A personal leave is a leave granted to a contract employee for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at non-school connected affairs, etc.)

A. Length of Leave

Maximum leave is six (6) working days. Leave may be extended upon approval of the Board of Trustees. These days may be charged to sick leave.

B. Request Procedure

Request for a personal leave shall be made in writing to the Superintendent/President in advance.

ARTICLE 23: PROFESSIONAL OPPORTUNITY LEAVE

Definition: An opportunity leave is a leave granted in order that a permanent employee may accept a position which will result in the employee rendering more effective service to the school district upon his return.

A. Length of Leave

Leave may be granted for a maximum of one academic year.

B. Compensation

No salary will be paid by the District for the period of the leave.

C. Request Procedure

The employee shall submit a written request through the Office of the Superintendent/President, including a description of the opportunity and how it will enable the employee to render more effective service to the school district upon his return. The Board of Trustees will consider each case specifically on its merits.

ARTICLE 24: SABBATICAL LEAVE FOR FULL-TIME FACULTY

A. Definition:

A sabbatical leave, not to exceed one year, is a leave granted to a permanent full-time employee for formal study, independent study or educational travel.

B. Granting of Leave

Sabbatical leaves may be granted provided the leave appears to be of benefit to the District and students and provided qualified substitutes are available when required.

C. Length of Leave

Sabbatical leave may be granted for one semester or two consecutive semesters.

D. Eligibility

To be eligible, a certificated employee must have completed six (6) years of consecutive full-time service in the District immediately preceding the commencement of the leave. Only one such leave will be granted in each 6-year period.

E. Number on Leave

No more than two (2) persons of the contract faculty may be on sabbatical leave at any one time.

F. Compensation and Benefits

An employee on sabbatical leave for two (2) semesters shall receive 60% of the salary he would have received on regular, full-time duty in the District, and any employee on sabbatical leave for one (1) semester shall receive 80% of the salary he would have received on regular, full-time duty in the District. If the sabbatical-leave employee received grants or earnings, these together with the compensation received from the District shall not total more than 100% of his/her regular salary. The employee may elect to receive no compensation during the sabbatical leave.

Unit members granted sabbatical leave shall be entitled to all current District fringe benefits plus retirement contributions on the ratio of salary actually received by the unit members.

G. Request for Sabbatical Leave

Request in writing shall be made through the Office of the Superintendent/President at least one full semester prior to the actual semester(s) requested for leave.

H. Basis for Recommendation to the Superintendent/President

All applications shall be evaluated on the basis of benefits to the District and students by the Sabbatical-Leave Committee. The four-person committee shall consist of: (1) a faculty member of the Professional Growth Committee, (2) the CTA President, (3) the Vice President for Instructional Services, and (4) another administrator.

I. Bond and Service to the District

Any employee who is granted a sabbatical leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District. Further, the employee shall render a period of service in the employ of the Governing Board of the District following his return from the leave of absence which is equal to twice the period of leave. The employee shall, unless he otherwise agrees, be reinstated in the position he held before the leave.

J. Professional Growth Credit for Sabbatical Leave

A faculty member will receive professional growth credit for satisfactory completion of a plan approved by the Professional Growth Committee.

K. Salary Schedule

An employee returning to the District from sabbatical leave shall receive no credit for the year of the sabbatical leave toward step advancement.

L. Final Report

Upon return from sabbatical leave, a report must be filed with the Board of Trustees. The sabbatical report must be typewritten, 1500 words or more in length, with primary emphasis placed on the significance of the experiences to his/her employment as an educator and to the application of the educational growth to his/her regular assignment.

ARTICLE 25: WITNESS LEAVE

A. Definition

A witness leave is a leave granted to allow an employee to appear as a witness summoned by a subpoena or court order, or as a defendant on a job-related case.

B. Length of Leave

Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of such jury or court.

C. Compensation

Payment shall be made for such leave but not more than the difference between the employee's regular earnings and any amount received for witness service.

D. School Business

An employee ordered to represent the District or in any case involving the District shall be deemed on official school business, and shall be paid his/her regular salary.

E. Request Procedure

Request for witness leave shall be made to the Superintendent/President, accompanied by the presentation of the official order.

ARTICLE 26: BEREAVEMENT LEAVE: LEAVE OF ABSENCE DUE TO DEATH IN IMMEDIATE FAMILY

A. Definition of Immediate Family

Immediate family includes spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the employee for two or more years.

B. Length of Leave

Employees shall be entitled to a maximum of four (4) days leave. Bereavement leave may be extended to a maximum of five (5) days when out-of-state travel is necessary or travel beyond a 300-mile radius, and six (6) days when travel is beyond a 1,000-mile radius.

C. Compensation

The employee shall receive full pay while on bereavement leave.

D. Request

Request for bereavement leave shall be made to the Superintendent/President of the College.

ARTICLE 27: DEDUCTIONS FOR UNAUTHORIZED ABSENCES

An unauthorized absence is an absence from a teaching assignment, office hour, or other assigned duties as set forth in Article 10, which has not been reported and approved by the appropriate administrator prior to its occurrence, or a reported absence that is not chargeable as a leave of absence.

Deductions may be made as follows: Unexcused absences will result in payroll deductions. For instructors, the deduction shall be in ratio of the hours of unexcused absence to total assigned lecture and laboratory hours in the semester in which the absence occurs times one-half the annual contract salary. For counselors, librarians, the placement office, and other non-teaching personnel it shall be in ratio of unexcused to total annual contract hours of service.

ARTICLE 28: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in the Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE 29: COMPLETION OF MEET AND NEGOTIATION

A. During the term of this Agreement, the District and the Association expressly waives and relinquishes the right to meet and negotiate on any subject included in this contract except by mutual consent.

B. AB 1725: The parties mutually agree to reopen negotiations during the term of this agreement on those subjects specifically mandated to be reopened and negotiated by the express terms of the Education Code.

ARTICLE 30: RENEGOTIATION

A. If either party desires to modify or amend this Agreement for a future term, it shall, during the month of December, provide to the other, written notice of intent to amend or modify and shall include with such notice ten (10) complete copies of proposed modifications.

B. Upon satisfaction of the public notice requirement and not later than sixty (60) days following submission of the proposal of either party, negotiations shall commence at the mutually acceptable time and place for the purpose of considering proposed modifications of amendments to this Agreement.

C. The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations and impasse proceedings.

D. Either party may utilize the services of an outside consultant to assist in the meet-and-negotiate process with twenty-four hour notice to the other party.

E. The District and the Association agree to furnish the other party, upon request, copies of reports and records that will facilitate the bargaining process.

F. Within thirty (30) days after reaching agreement, the Association shall submit the Agreement to its membership for ratification and the District to the Board of Trustees for approval.

ARTICLE 31: TERM

This Agreement shall remain in full force and effect up to and including June 30, 1992.

Except as specifically modified hereinabove, the existing Agreement between the parties shall remain in full force and effect without further modification.

Association Designate:

R.W. Powell

Date: 3-21-1990

Board Designate:

Date: 3/21/90

Victor Valley Community College District

Excerpt of Minutes

10/12/76

Request for Exclusive Recognition: Motion No. 85	"It was SC (Huffaker, Kirkpatrick) to recognize for exclusive representation CTA/NEA chapter #375 to represent the full-time faculty, librarians and councelors; and in the event that EERB rules that part-time faculty are not automatically included within the teacher unit that the part-time faculty are given the options available at that time."

Appendix A

VICTOR VALLEY COMMUNITY COLLEGE

1989-90 SALARY SCHEDULE

	I	II	III	IV	V
1	27439	29312	31186	32474	33312
2	28558	30424	32292	33580	34417
3	29665	31536	33400	34688	35526
4	30775	32647	34506	35794	36631
5	31886	33758	35628	36916	37750
6	33000	34869	36735	38023	38860
7	34108	35983	37845	39132	39971
8	35217	37090	38963	40251	41087
9	36326	38197	40069	41357	42194
10	37440	39312	41181	42469	43306
11	38552	40428	42290	43578	44418
12	39660	41534	43404	44691	45529
13	39660	42638	44516	45804	46639
14	39660	42638	45625	46913	47750
15	40221	42638	45625	46913	47750
16	40221	43203	45625	46913	47750
17	40221	43203	46185	47473	48310
18	40784	43203	46185	47473	48310
19	40784	43766	46185	47473	48310
20	40784	43766	46747	48035	48873
21	41347	43766	46747	48035	48873
22	41347	44332	46747	48035	48873
23	41347	44332	47313	48601	49441
24	41910	44332	47313	48601	49441
25	41910	44896	47313	48601	49441
26	41910	44896	47883	49171	50009
27	42472	44896	47883	49171	50009
28	42472	45462	47883	49171	50009
29	42472	45462	48451	49739	50576
30	43035	45462	48451	49739	50576

	Academic	Vocational W/Bach. or >	Vocational W/O Bach.
Class I	MA or BA+45 *	BA	Journeyman W/H.S. diploma #
Class II	MA+15 or BA+60 *	MA or BA+45 *	Journeyman W/AA #
Class III	MA+30 or BA+75 *	MA+30 or BA+75 *	Journeyman W/BA #
Class IV	MA+45 or BA+90 *	MA+45 or BA+90 *	Journeyman W/MA #
Class V	MA+60 or BA+105 * or PhD	MA+60 or BA+105 * or PhD	

* Including the Masters degree

\# Only those vocational instructors initially hired without a Bachelor's degree

APPENDIX B

VICTOR VALLEY COMMUNITY COLLEGE

1990-91 SALARY SCHEDULE

	I	II	III	IV	V
1	29085	31071	33057	34422	35311
2	30272	32250	34229	35594	36482
3	31445	33428	35404	36769	37658
4	32621	34606	36576	37941	38829
5	33799	35783	37766	39131	40015
6	34980	36961	38939	40304	41192
7	36155	38142	40115	41480	42369
8	37330	39316	41301	42666	43552
9	38506	40489	42473	43838	44725
10	39686	41671	43652	45017	45904
11	40865	42853	44828	46193	47083
12	42040	44026	46008	47373	48260
13	42040	45197	47187	48552	49438
14	42040	45197	48363	49728	50615
15	42634	45197	48363	49728	50615
16	42634	45795	48363	49728	50615
17	42634	45795	48956	50321	51209
18	43232	45795	48956	50321	51209
19	43232	46392	48956	50321	51209
20	43232	46392	49552	50917	51806
21	43827	46392	49552	50917	51806
22	43827	46992	49552	50917	51806
23	43827	46992	50152	51517	52407
24	44425	46992	50152	51517	52407
25	44425	47590	50152	51517	52407
26	44425	47590	50756	52121	53010
27	45021	47590	50756	52121	53010
28	45021	48189	50756	52121	53010
29	45021	48189	51358	52723	53611
30	45617	48189	51358	52723	53611

	Academic	Vocational W/Bach. or >	Vocational W/O Bach.
Class I	MA or BA+45 *	BA	Journeyman W/H.S. diploma #
Class II	MA+15 or BA+60 *	MA or BA+45 *	Journeyman W/AA #
Class III	MA+30 or BA+75 *	MA+30 or BA+75 *	Journeyman W/BA #
Class IV	MA+45 or BA+90 *	MA+45 or BA+90 *	Journeyman W/MA #
Class V	MA+60 or BA+105 * or PhD	MA+60 or BA+105 * or PhD	

* Including the Masters degree

\# Only those vocational instructors initially hired without a Bachelor's degree

APPENDIX B

SAFETY AND SECURITY COMMITTEE

1) Membership

A) The Committee shall consist of three (3) unit members, one (1) administrator, and two (2) classified employees.

1) Appointment of committee members shall be made in the following manner:

a) CTA president appoints three unit members
b) Administration appoints one administrator
c) Administration appoints two classified employees

2) Business Procedures

A) General

1) All meetings shall be open to unit members, students and management personnel.

2) Written minutes shall be kept of all action taken by the committee.

3) The committee shall determine the procedure for presentations to be made before it.

4) A quorum shall consist of four (4) members.

5) A chairperson shall be elected from the committee membership.

6) Each committee member shall have one vote.

7) It is recommended that the committee meet not less than once every three (3) months.

3) Recommendations

A) The committee's recommendations shall be submitted to the Superintendent/ President of the college.

Victor Valley College

Student Evaluation of Instructor

Instructor's name_____ Date_____

Course _____

In comparison to other instructors I have had, this instructor's performance is:

	Unsatisfactory	Needs to Improve	Satisfactory	Excellent
A. Instructional Presentation				
1. Informs students of course objectives				
2. Follows announced learning objectives				
3. Presents subject in a well organized manner				
4. Presents ideas clearly				
5. Makes affective use of class time				
6. Motivates interest in the subject material				
7. Encourages critical analysis of subject				
8. Considers various viewpoints in subject area				
9. Shows enthusiasm for subject				
10. Maintains classroom conditions conducive to learning				
11. Distributes and follows a course syllabus and outline				
B. Evaluation of Student Achievement				
1. Explains system of grading and evaluation				
2. Follows through on evaluation system described				
3. Relates tests to material presented and course objectives				
4. Uses tests and other evaluation means to assist the student				
5. Returns tests and assignments promptly				
6. Provides adequate opportunities to demonstrate what is learned				
C. Meeting Responsibilities				
1. Meets each class for the full time				
2. Is readily available to provide individual help during regularly scheduled office hours and at other times by appointment				
D. Relations with Students				
1. Exhibits concern for students' progress				
2. Is affective in student conferences				
3. Communicates and relates well with students				

E. Overall Evaluation

1. This instructor's overall performance is _____

F. Difficulty of the Course

The demands of this course in work and in achieving good grades compared with other college courses (i.e. taken here or elsewhere) are:

___ much lighter and easier ___ about the same ___ somewhat harder ___ much harder

G. Grade Being Earned and Amount Learned

1. The letter grade which I believe I have at this point in the course is a _____.
2. My goal, realistically speaking, is to achieve a grade of _____ at the end of the course.
3. At this point in the course I believe I have learned:

___ very little ___ a moderate amount ___ a great deal

H. Comments

Strengths: _____

Weaknesses: _____

Suggestions: _____

VICTOR VALLEY COLLEGE

Instructor Self- Evaluation

NAME: _____ DATE: _____

For the self-evaluation please compose a brief narrative in which you will:

1. Assess your areas of strength as a teacher;

2. List some instructional objectives which you hope to achieve within the next two years.

Appendix D
(3 pages)

Revised: 11/14/83

Certificated Instructor Performance Evaluation Report

Name _____ Department _____

Period covered by evaluation report: _____

RATING: 1—unsatisfactory; 2—improvement needed; 3—satisfactory

		COMMENTS:
CLASSROOM PERFORMANCE: ( ) Apparent knowledge of subject; ( ) organization of material and presentation; ( ) freedom from distracting mannerisms; ( ) effective use of classtime; ( ) clarity of explanations and illustrations; ( ) apparent enthusiasm for teaching the subject; ( ) voice and classroom communication; ( ) treatment of student questions; ( ) attitude toward students; ( ) use of instructional aids; ( ) student interest and rapport; ( ) student attendance; ( ) student participation.	1 2 3	Observed in _____ class on _____ from _____ until _____
STUDENT EVALUATIONS: Date(s) administered and by whom; the instrument used; summary and review of the findings.	1 2 3	
SELF-EVALUATION: Related to student evaluations, to peer evaluations, to personal goals and objectives set for each course taught during the current year, to professional growth plans, objectives, activities.	1 2 3	
ASSISTANCE TO STUDENTS: Availability and individual assistance to students during office hours; at other times.	1 2 3	
STUDENT ACHIEVEMENT: Evidence of student achievement related to course objectives. Statement of course objectives. How are these achieved? What evidence is there to show achievement of objectives? Class enrollments and retention.	1 2 3	
GRADING PRACTICES: Review of grading practices and of grade distribution.	1 2 3	
TEXTBOOK/REQUIRED MATERIALS: Appropriateness and use of required materials. Reading level; cost; use; effectiveness.	1 2 3	
CLASS HANDOUTS: Course syllabi; course outlines; other student handouts.	1 2 3	
RECORD KEEPING/REPORTS: Student attendance, student performances, grade calculation, grade posting, promptness and accuracy of submitting official reports and records to the Registrar.	1 2 3	
COLLEGE ACTIVITIES: Cooperation with other faculty and administrators. Participation in faculty and college-wide activities beyond the classroom.	1 2 3	
COMMUNITY ACTIVITIES: Community involvement, participation.	1 2 3	
SUGGESTIONS: Suggestions to administration for consideration.	1 2 3	
OVER-ALL EVALUATION:	1 2 3	

You, as an employee, wish to make comments regarding your evaluation, please use the reverse side of this report or submit a separate statement to be attached. ( ) Yes ( ) No

This report has been shown to and discussed with me:

Instructor's signature: _____ Date _____

Evaluator's signature: _____ Date _____

DISTRIBUTION— 3/80
white: Office of Instruction;
yellow: Instructor

MEMORANDUM OF UNDERSTANDING

Number 1

It is the Understanding of the Bargaining Unit and the College that effective with the payrolls paid on March 1, 1986 for full-time contracted employees in the State Teachers Retirement System, that Victor Valley College will "pick-up" member contributions for income taxation purposes. This "pick-up" will be done as a tax shelter and will amount to 8% of gross salary for STRS members.

Ms. Jan Bird
CTA President

Dr. Howard Larsen
Superintendent/President
Victor Valley College

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between the Victor Valley Community College District (hereinafter "District") and the Victor Valley Faculty Association (hereinafter called "Association").

Whereas, the District and the Association have negotiated and entered into a collective bargaining agreement (hereinafter "Agreement") for the period 1989 - 1992, and

Whereas, the District and the Association desire to clarify a part of Article 7 of said Agreement;

Now, therefore, it is agreed by and between the parties as follows:

1. Bargaining unit members Duane Buckles and Thomas Faro, and other unit members who currently do not possess a Bachelor's degree shall be placed on the "Vocational without Bachelor's degree" track on the salary schedule effective August 1, 1989.

2. Any new hiree employed as a unit member in the future who holds less than a Bachelor's degree shall be placed on the "Vocational without Bachelor's degree" track.

3. Appended hereto and made a part hereof is the salary schedule which reflects the three tracks, including "Vocational without Bachelor's degree."

4. The purpose of this MOU is to clarify and not change the Agreement between the parties.

Association

Dick Powell

Mar 14, 1990
Date

District

Ruth N. Johnson

3/14/90
Date

ERIC Clearinghouse for Junior Colleges
DEC 20 1991